

IN THE UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION

IN RE:)	
)	Case No. 09-11212
OPTIMA UNIVERISTY, LLC)	Chapter 11
)	Judge: G. Harvey Boswell
Debtor.)	

VERIFIED STATEMENT OF ATTORNEY

STEVEN L. LEFKOVITZ, the undersigned, states and declares under the penalty of perjury as follows:

1. That he is an attorney admitted to practice law before the Courts of the State of Tennessee, the United States Bankruptcy Court for the Western District of Tennessee and the United States District Court for the Western District of Tennessee.

2. That he and the law firm of Lefkovitz & Kerney, PLLC have no connection with the Debtor, Creditors, or any other Party-of-Interest in this proceeding, its respective Attorneys or Accountants, the United States Trustee, or any person employed in the Office of the United States Trustee.

3. That he and the law firm of Lefkovitz & Kerney, PLLC are disinterested persons, as that term is defined in the Bankruptcy Code, and do not hold or represent an interest adverse to the estate with respect to the matter on which they are proposed to be employed.

4. That he and the law firm of Lefkovitz & Kerney, PLLC have entered into a written agreement dated March 23, 2009, with the Debtor, regarding the services to be performed for the Debtor in connection with this proceeding and the compensation to be paid for such services.

5. An Application Approving Employment of Attorney has been filed with the Court in this proceeding.

6. That he and the law firm of Lefkovitz & Kerney, PLLC has received an initial retainer fee in this proceeding in the amount of **\$3,249.00** the source of which is from the personal assets of the Debtor.

7. That he and the law firm of Lefkovitz & Kerney, PLLC has agreed to bill for services as follows:

- a. \$375.00 per hour for time spent by Steven L. Lefkovitz and Christopher M. Kerney
- b. \$185.00 per hour for time spent by Associate Attorneys;
- c. \$75.00 per hour for time spent by Paralegals employed by the attorney;

The law firm of Lefkovitz & Kerney, PLLC shall make periodic applications for interim compensation.

8. That the law firm of Lefkovitz & Kerney, PLLC has not shared or agreed to share any portion of the compensation paid or to be paid in connection with the case with any other persons except members or associates of the law firm or Lefkovitz & Kerney, PLLC.

9. Lefkovitz & Kerney, represents no interest adverse to the Debtor as debtor in possession or the estate in the matter upon which it is to be engaged for the debtor in possession and its employment would be in the best interest of this estate.

WHEREFORE, the Debtor requests that its employment of Lefkovitz & Kerney under the terms specified herein to represent them as debtor in possession in this case under Chapter 11 of the Bankruptcy Code be approved by the Court.

OPTIMA UNIVERSITY, LLC

/s/Eihab Mohamed Suliman
By: Eihab Mohamed Suliman

/s/ Steven L. Lefkovitz
Steven L. Lefkovitz, 5953
Christopher M. Kerney, No.20819
Attorney for Debtor-in-Possession
5050 Poplar Avenue, Suite 2418
Memphis, Tennessee 38157
Phone (901) 523-9190
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VERIFICATION

I hereby certify under the penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

/s/Steven L. Lefkovitz
Steven L. Lefkovitz
Christopher M. Kerney

CERTIFICATE OF SERVICE

I hereby certify that I have sent a true and exact copy of the foregoing pleading has been served upon all parties listed on the mailing matrix; by U.S. Mail or CM/ECF Electronic Filing, postage pre-paid, on this the 24th day of March, 2009.

/s/ Steven L. Lefkovitz
Steven L. Lefkovitz
Christopher M. Kerney